

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                    |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                        |
| CONVEYING PARTY DATA   |                                   |
| Name   | Execution Date                    |
| Jeff Waldrip   | 05/24/1995                        |
| RECEIVING PARTY DATA   |                                   |
| Name:  | Cypress Semiconductor Corporation |
| Street Address:  | 198 Champion Court                |
| City:  | San Jose                          |
| State/Country:   | CALIFORNIA                        |
| Postal Code:   | 95134                             |
| PROPERTY NUMBERS Total: 1  |                                   |
| Property Type  | Number                            |
| Patent Number:   | 7394293                           |
| CORRESPONDENCE DATA  |                                   |
| Fax Number:  | (408)545-6911                     |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>   |                                   |
| Phone:   | 408-943-6878                      |
| Email:   | andb@cypress.com                  |
| Correspondent Name:  | Cypress Semiconductor Corporation |
| Address Line 1:  | 198 Champion Court                |
| Address Line 4:  | San Jose, CALIFORNIA 95134        |
| ATTORNEY DOCKET NUMBER:  | CD03128                           |
| NAME OF SUBMITTER:   | Andrew J. Bateman                 |
| Total Attachments: 4<br>source=7394293#page1.tif<br>source=7394293#page2.tif<br>source=7394293#page3.tif<br>source=7394293#page4.tif |                                   |

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Jeff Waldrip

Name (Please Print)

# PATENT AND CONFIDENTIALITY AGREEMENT

I recognize that Cypress Semiconductor Corporation, a Delaware corporation, together with its subsidiaries (hereafter collectively called "Cypress") is engaged in a continuous program of research, development, and production respecting its business, present and future.

I understand that:

A. As part of my employment by Cypress I am expected to make new contributions and inventions of value to Cypress;

B. My employment creates a relationship of confidence and trust between me and Cypress with respect to any information;

(1) Applicable to the business of Cypress; or

(2) Applicable to the business of any client or customer of Cypress, which may be made known to me by Cypress or by any client or customer of Cypress; or learned by me in such context during the period of my employment.

C. Cypress possesses and will continue to possess information that has been created, discovered, or otherwise become known to Cypress (including without limitation information created, discovered, developed, or made known by me during the period of or arising out of my employment by Cypress) and/or in which property rights have been assigned or otherwise conveyed to Cypress, which information has commercial value in the business in which Cypress is engaged. All of the aforementioned information is hereinafter called "Proprietary Information". By way of illustration, but not limitation, Proprietary information includes trade secrets, processes, techniques, marketing plans, strategies, forecasts, skills compensation of Cypress employees and customer lists.

D. As used herein, the period of my employment includes any time in which I may be retained by Cypress as a consultant.

In consideration of my employment or continued employment, as the case may be, and the compensation received by me from Cypress from time to time, I hereby agree as follows:

1. All Proprietary Information and all related patents, copyrights and other proprietary rights (collectively called "Proprietary Rights") shall be the sole property of Cypress and its assigns. I hereby assign to Cypress any rights I may have or acquire in such Proprietary Rights. At all times, both during my employment by Cypress and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of Cypress, except as may be necessary in the ordinary course of performing my duties as an employee of Cypress. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information in the public domain not as a result of a breach of this Agreement and my own skill, knowledge, know-how and experience to whatever extent and in whatever way I wish.

2. I agree that during the period of my employment by Cypress I will not, without Cypress's express written consent, engage in any employment or business other than for Cypress.

3. In the event of the termination of my employment by me or by Cypress for any reason, I will deliver to Cypress all documents and data of any nature pertaining to my work with Cypress and I will not take with me any documents or data of any description or any reproduction of any description containing or pertaining to any Proprietary Information.

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4. I will promptly disclose to Cypress, or any persons designated by it, all improvements, inventions, formulas, processes, techniques, know-how, data and all copyrightable material including software, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment which are related to or useful in the business of Cypress, or result from tasks assigned me by Cypress or result from use of premises owned or leased, or contracted for by Cypress (all said improvements, inventions, formulas, processes, techniques, know-how, and data shall be collectively hereinafter called "inventions").

5. I agree that all inventions and copyrights on the above subject matter shall be the sole property of Cypress and its assigns, and Cypress and its assigns shall be the sole owner of all patents, copyrights, trademarks and other rights in connection therewith. I hereby assign to Cypress any rights I may have or acquire in such subject matter. I further agree as to all such subject matter to assist Cypress in every proper way (but at Cypress's expense) to obtain and from time to time enforce patents and copyrights in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents and copyrights thereon and enforcing same, as Cypress may desire, together with any assignments thereof to Cypress or persons designated by it. My obligation to assist Cypress in obtaining and enforcing such proprietary rights in any and all countries shall continue beyond the termination of my employment, but Cypress shall compensate me at a reasonable rate after such termination, if I so request, for time actually spent by me at Cypress's request on such assistance.

Any provisions in this Agreement requiring me to assign my rights in any invention does not apply to an invention which qualifies fully under the provisions of Section 2870 of the California Labor Code. That section provides that the requirement to assign "... shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer". By signing this Agreement, I acknowledge receipt of a copy of this agreement and of the above written notification of the provisions of Section 2870.

6. As a matter of record I have identified on Exhibit A attached hereto all inventions or improvements relevant to the subject matter of my employment by Cypress which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Cypress, which I desire to remove from the operation of this Agreement; and I covenant that such list is complete. If there is no such list on Exhibit A, I represent that I have made no such inventions and improvements at the time of signing this Agreement.

7. I represent that my performance of all the terms of this Agreement and as an employee of Cypress does not, to the best of my present knowledge and belief, and will not breach any agreement or duty to keep my prior employer's information in confidence or in trust. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

8. I understand as part of the consideration for the offer of employment extended to me by Cypress and of my employment or continued employment by Cypress, that I have not brought and will not bring with me to Cypress or use in the performance of my responsibilities at Cypress materials or documents of a former employer which are not generally available in the semiconductor industry, unless I have obtained written authorization from the former employer for their possession and use.

Accordingly, this is to advise Cypress that the only materials or documents of a former employer which are not generally available to the public that I will bring to Cypress or use in my employment are identified on Exhibit A attached hereto, and as to such item, I represent that I have obtained prior to the effective date of my employment with Cypress written authorization for their possession and use in my employment with Cypress.

I also understand that, in my employment with Cypress, I am not to breach any obligation of confidentiality or duty that I have to former employers, and I agree that I shall fulfill all such obligations during my employment with Cypress.

9. In the event of the voluntary termination of my employment from Cypress before completing one year of service, I will repay Cypress all relocation expenses that have been or will be paid by Cypress as well as a proportionate share of Cypress's contribution to any computer I purchase jointly with Cypress, based upon the portion of one year which I fail to remain employed by Cypress.

10. This Agreement shall be effective as of the first day of my employment by Cypress, namely:

5-22-95

Date

11. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of Cypress, its successors, and assigns.

Dated: 5-24-95

By: Jeff Walden

Name

ACCEPTED AND AGREED TO:

CYPRESS SEMICONDUCTOR CORPORATION

By: W. H. Hume

Title: CSDC DIRECTOR

EXHIBIT A

CYPRESS SEMICONDUCTOR CORPORATION  
3901 N. First Street  
San Jose, CA 95134

Gentlemen:

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Cypress Semiconductor Corporation ("Cypress") which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Cypress:

☒ No inventions or improvements

☐ See Below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer which are not generally available to the public, which materials and documents may be used in my employment:

☒ No materials

☐ See below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Additional sheets attached

The signature below confirms that my continued possession and use of these materials is authorized.

Very truly yours,

Jeff Walz  
Name

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